BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: 15 June 2005	Division: Growth Management
Bulk Item: Yes X No	Department: Environmental Resources
	Staff Contact: Ralph Gouldy
	ent for Lots 7, 8, and 9, Block 3 unrecorded plat of 5460-000000, 00085470-000000, & RE# 00085480-
ITEM BACKGROUND: None	
PREVIOUS RELEVANT BOCC ACTION	N: None
CONTRACT/AGREEMENT CHANGES:	None
STAFF RECOMMENDATIONS: Approv	val
TOTAL COST: \$44.00	BUDGETED: Yes N/A No
COST TO COUNTY: None	SOURCE OF FUNDS: Robert G. Holeman
REVENUE PRODUCING: Yes No X	AMOUNT PER MONTH Year
APPROVED BY: County Atty X C	OMB/Purchasing N/A Risk Management N/A
DIVISION DIRECTOR APPROVAL:	Timothy McGarry, Director of Growth Management
DOCUMENTATION: Included X	Not Required
DISPOSITION:	AGENDA ITEM #

Grant of Conservation Easement

THIS AGREEMENT is made this day of, 20 by and between
Robert Holeman
whose address is 330 Third Road, Key Largo Florida 33037
County of Monroe State of Florida , (Grantor) and Monroe County, a political
subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Fl 3304 (Grantee).
The parties recite and declare:
The Grantor is the owner of certain real property commonly known as
47 Oceana Boulevard, Key Largo Florida 33037
(the servient estate), more particularly described as follows: (Legal description) Lots 7, 8 & 9 Block 3
unrecorded plat of Oceana, Monroe County Florida, RE# 00085460-000000,
RE# 00085470-000000 & RE# 00085480-000000
The Grantor desires to develop the servient estate as (describe project):
A single family home as shown in permit 02-3-4095
The servient estate contains (describe relevant natural features):
Low Quality High Elevation Tropical Hardwood Hammock

regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

The Grantee is a general purpose political subdivision of the State authorized and required to

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home

and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the
easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

- 3. <u>Location of the easement.</u> (metes and bounds description of the open space area)
- a. The conservation easement is located as follows

as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

- a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).
 - b. No acts that are detrimental to wildlife or wildlife habitat preservation.
- c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances is such manner as to affect the surface.

- d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.
 - e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)	BOARD OF COUNTY COMMISSIONERS
ATTEST: DANNY L. KOLHAGE, CLERK	OF MONROE COUNTY, FLORIDA (Grantee)
By	Ву
Deputy Clerk	Mayor/Chairman
Signature of witness	Bob Holeman Grantor
Kelly A. Dugan	bob Holeman
Printed name of witness	Printed name of Grantor
Jacqueline filling	
Signature of witness	Grantor
Printed name of witness	Printed name of Grantor
STATE OF FLORIDA COUNTY OF MONROE	
BEFORE ME, the undersigned authority, per	sonally appeared BOB HOLEMAN
	personally known to me, or have produced
and	, respectively
as identification.	
Sworn to and subscribed before me this	27 day of april , 20 05.
My Commission DD137101	Sandra J Wright
Fac. 6 (1/8) 28 2008	My Commission 091379914 T
Typed Notary Name and Number	Notary Signature and Seal

MONROE COUNTY ATTORNEY APPROVED AS TO FORM

